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MARTIN COUNTY AUDITOR

FACSIMILE TRANSMITTAL SHEET

TO:	JOE LABUDA	FROM:	COOKIE TAYLOR
COMPANY:	HARRIS	DATE:	10/15/2007
FAX NUMBER:	716-297-4499	TOTAL NO. OF PAGES INCLUDING COVER:	3
PHONE NUMBER:	317-858-4292	SENDER'S REFERENCE NUMBER:	812-247-3731 TELEPHONE
RE:	PURCHASE AGREEMENT	YOUR REFERENCE NUMBER:	812-247-2756 FAX

☐ URGENT    ☒ FOR REVIEW    ☐ PLEASE COMMENT    ☐ PLEASE REPLY    ☐ PLEASE RECYCLE

Please find here signed purchase agreement for the processing of refund checks for 2006 pay 2007 property taxes.

[CLICK HERE AND TYPE RETURN ADDRESS]

**HARRIS**

## Purchase Agreement

### *Professional Services for Indiana Homestead Refund*

Prices effective until October 15<sup>th</sup>, 2007

This understanding between Martin County, IN at 111 S. Main Street Shoals, IN 47581 ("Purchaser") and Harris Computer Systems of 5540 Porter Road, Niagara Falls, NY 14304 ("Harris") confirms the purchase of the following licensed software products and or services:

#### **Professional Services**

##### **The Purchaser is responsible for the following:**

- In order for Harris to begin the processing of refund checks, the 2003H Homestead Refund File must be provided to Harris in electronic format. The file must contain parcel, payee name and address, pay code (Taxpayer / escrow), and check amount data. Check amounts should reflect any adjustments for allocations to delinquent tax bills as outlined by the State of Indiana.
- A voided sample accounts payable check must be provided to Harris for the bank account that the refund checks will be drawn from. **A bank set up fee of \$300 will be charged in addition to the per check charge.**

##### **Harris agrees to provide the following services:**

- Taxpayers will be imported into the OpenWindow Accounts Payable system as vendors
- Accounts Payable invoices will be created
- Refund checks will be printed, folded, and mailed (Pricing includes postage and handling)
- Accounts payable source entry will be created
- Check data will be imported into the OpenWindow Treasurer's Module for reconciliation.

Estimated number of refund checks to be processed\*: 2,500 @ \$2.00 per refund check

**Total Professional Services: \$5,000**

\*Purchaser will be billed for actual number of refund checks contained in 2003H Homestead Refund File.

#### **AGREEMENT TERMS AND CONDITIONS:**

##### **Payment Terms:**

Order will be processed with the return of signed document and an initial payment of 30% of the total purchase price as outlined above. Orders will not be processed and no work will begin until both of these two requirements are satisfied. Balance of payment due by January 18, 2008.

##### **Data Import:**

The success of a data import is based on the format and quality of the input data. Only information explicitly listed in this document will be imported. Any costs associated with obtaining the data from the existing vendor are the responsibility of the Purchaser. Sample data shall be provided in standard fixed length format with ASCII display characters only. Data must be on a media formats readable by Harris. File layouts must include:

- |               |                |                                    |
|---------------|----------------|------------------------------------|
| * Record size | * Field length | * Field starting and ending points |
| * Field name  | * Field type   | * Data field description           |

In the event a data re-import is required, for whatever reason, Purchaser will be billed at the original rate quoted above in the Conversion section of the Agreement.

## Forms and Verbiage:

Standard verbiage to be included on each refund check is as follows:

*"A portion of your local property taxes due in 2007 are being refunded due to tax relief provided by the Indiana General Assembly. Your refund is in the amount of \$XXXX.XX. If you did not receive a check because you pay your property taxes through an escrow account along with your mortgage, your lender will receive the refund and should adjust your payment accordingly."*

Purchaser agrees to use standard forms unless otherwise indicated. A sample z-fold check will be provided upon request. Additional customization(s) or report check not identified in this Agreement will be quoted as requested and billed at the hourly rate of \$150.00. No additional customizations will be undertaken without prior agreement by both parties on cost, scope of functionality, and the impact on the project schedule.

## Professional Services:

Additional professional services are available on-site or via the telephone. Telephone work is billed at \$150.00 per hour. On-site work is billed at \$950.00 per day plus travel, lodging and per diem expenses. Help line support does not include training. New employees must be trained by Purchaser or by making arrangements with Harris.

Application consulting services may include but are not limited to: software installation, configuration, data validation, system setup, system balancing, interface setup, interface testing, process training, application training and business requirements gathering.

## Warranty Disclaimer

Harris does not make, and hereby disclaims, any and all express and/or implied warranties regarding the services or any material provided by Harris to Purchaser pursuant to this agreement, including, but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement, and warranties arising from a course of dealing, usage or trade practice. Further, Harris does not warrant that the Software Licenses will meet any exact user requirements, and that the software will operate error free or uninterrupted. In the event an error is discovered in one of the Software Applications currently covered by MSF, and the error is confirmed, Harris will make reasonable efforts to provide Purchaser with a correction.

## Limitations on Liability

Purchaser agrees that Harris' liability hereunder for damages, regardless of the form of action, shall be limited to actual direct damages and shall not exceed the charges hereunder paid by Purchaser to Harris. Purchaser further agrees that Harris will not be liable for any other damages including consequential, incidental, special, exemplary damages, lost profits, failure to realize anticipated savings, data loss, loss of goodwill, business opportunities or reputation, economic loss or for any claim or demand by any third party, except a claim for patent or copyright infringement with respect to Licensed Software.

## Cancellation Policy

In the event of cancellation of the Agreement by either party for any reason, Purchaser agrees to pay for all Software Applications delivered, any Professional Services rendered and travel and lodging expenses incurred prior to the cancellation. Purchaser must provide written notification to Harris if it wishes to cancel the Agreement.

## Acknowledge of Purchase:

By the signing of this Agreement in the space provided below, the parties acknowledge their acceptance of the purchase and agree with the terms of this sale as set forth above.

Purchaser:

By: James K. Taylor Date: October 10, 2007  
Title: AUDITOR OF MARTIN COUNTY